Shared Mobility
LICENSE APPLICATION CHECKLIST

Please provide the following information:

___1. Completed and signed application

___2. A check payable to the **City of Indianapolis** for the $15,000 license fee

___3. Color photographs of each device type and color scheme

___4. Rate schedule

___5. GPS/GIS map showing service area

___6. Rules and regulations for the system users

___7. Images of in-app pages showing compliance with Section 905-106(i) of the Revised Code

___8. Certificate of commercial general liability insurance issued to the applicant
  - Must name the license applicant as the 'Insured'
  - Must show the City as 'Additional Insured' on the certificate
      If an endorsement is needed, use ISO CG2036 or equivalent
  - Must include 30 days written cancellation notice
  - Required minimum Coverage:

$1,000,000 per occurrence	$100,000 for damage to rented premises
$5,000 for medical expenses	$500,000 for personal and advertising injury
$1,000,000 products/complete operations	$1,000,000 auto liability
$2,000,000 general aggregate limit	$5,000,000 excess/umbrella liability

___9. Completed and signed bond certificate

___10. Completed indemnification agreement

Note:
  - License will expire one year from the date of issuance
  - The $1/day device fee will be invoiced quarterly after the license has been issued
  - Incomplete applications or information will result in a delay in processing.

Business & Neighborhood Services
1200 Madison Avenue, Suite 100
Indianapolis, IN 46225
Phone: (317) 327-4316 | Fax: (317) 327-0817

Shared Mobility Public Checklist
Last modified 7/2018

City of Indianapolis
Shared Mobility Operator Indemnification Agreement

The undersigned Shared Mobility Operator ("Operator"), in consideration of being issued a Shared Mobility License by the Department of Business and Neighborhood Services of the City of Indianapolis, Indiana ("City") shall, as a condition of the issuance and continued validity of the license to operate a Shared Mobility System, indemnify, hold harmless and defend, by counsel of the City's choosing, the City and their respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission, or violation of any provision of this Code or other law by an Operator or any of its officers, agents, employees and users arising from the operation, maintenance, or use of the shared mobility system and the operator's shared mobility devices. Such indemnity shall include attorneys' fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by any insurance coverage required in Chapter 905-105(b) of the Revised Code of the Consolidated City and County.

IN WITNESS WHEREOF, Operator has executed this Agreement on this _____ day of _____, 20___ .

_____   _____
SIGNATURE OF OPERATOR   SIGNATURE OF OPERATOR

_____   _____
PRINT NAME   PRINT NAME

STATE OF INDIANA   )
)   SS:
COUNTY OF _____   )

     BEFORE ME, the undersigned, a Notary Public in and for said County and State,

personally appeared_____ OPERATOR, who acknowledged the

execution of the foregoing Agreement on this _____ day of _____ , 20___ .

_____   _____
COUNTY OF RESIDENCE   SIGNATURE

_____   _____
COMMISSION EXPIRATION DATE   PRINT NAME

Last modified 7/31/2018

License and Permit Bond
Consolidated City of Indianapolis

Instructions:

Successful Operator must use this form or other form containing the same material conditions and provisions as approved in advance by Owner.

Date of Bond must not be prior to date of Operator License. If Operator is a Partnership, all partners should execute bond.

Surety company executing this bond shall appear on the most current list of "Surety Companies Acceptable on Federal Bonds" as specified in the U.S. Treasury Department Circular 570, as amended, and be authorized to transact business in the State of Indiana.

KNOW ALL PERSONS BY THESE PRESENTS: that

"Operator":   _____

                                              and

"Surety":   [name]   _____

             [Address]   _____

                          _____

a corporation chartered and existing under the laws of the State of _____, and authorized to do business in the State of Indiana, are held and firmly bound unto the Consolidated City of Indianapolis, Indiana hereinafter called Owner/Obligee, in the penal sum of ***One hundred thousand*** Dollars, **($100,000.00)** in lawful money of the United States, for the payment of which sum well and truly to be made, together with interest at the maximum legal rate from date of demand and any attorney fees and court costs incurred by Owner/Obligee to enforce this instrument, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Operator has applied for an Operator License with the Owner/Obligee, dated as of the _____ day of _____, 20 ____, by which will allow the Operator to provide shared mobility devices described generally in the Revised Code for the Consolidated City of Indianapolis, Chapter 905.

which "Operator License" as referred to therein, are hereby incorporated herein by reference;

NOW, THEREFORE, the conditions of this obligation are such that if the Operator shall well, truly and faithfully perform his duties, all the undertakings, covenants, terms and conditions of Operator License whether during the original term thereof, and any extensions thereof which may be granted

by the Owner/Obligee, with or without notice to the Surety and during any period of guaranty or warranty provided therein or arising thereunder, and if he shall satisfy all claims and demands incurred under such license and shall fully indemnify and save harmless the Owner/Obligee from all costs and damages which he may suffer by reason of failure to do so, and shall reimburse and repay the Owner/Obligee all outlay and expense which the Owner/Obligee may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees:

1.   that no defect or irregularity in the Shared Mobility Operator License will operate to release or discharge Surety.

2.   that no change, omission, extension of time, alteration or addition to the terms of the Operator License and no delay by the Owner/Obligee in enforcement of the Agreement and Operator's License or this Bond shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, Operator License or to the Work.

3.   that no final settlement between the Owner/Obligee and the Operator shall abridge any right of the Owner/Obligee hereunder as to any claim that may remain unsatisfied.

4.   that this License and Permit and Surety shall not be released until one (1) year after the Owner /Obligee's final settlement with the Operator. No release will be made until all shared mobility devices are verified to have been removed from the jurisdiction.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20_____.

OPERATOR: _____
                       [name]

By: _____   _____
                [signature]   [printed name]

ATTEST: _____, Secretary
                    [signature]

SURETY: _____
                     [name]

By: _____, Attorney-in-Fact
                [signature]

              _____   _____
               [printed name]   [address]

Shared Mobility Data Sharing Specifications Policy
Effective August 1, 2018

It shall be the policy of the License Administrator that Shared Mobility Operators operating in the public right of way must provide the Department of Business and Neighborhood Services ("DBNS") with accurate, complete, and timely data about how Shared Mobility services are used and, in an appropriately anonymized fashion, who is utilizing these devices. Specifically, the provider must provide both monthly and real-time data to the DBNS for three purposes: compliance, long-range planning, and real-time device availability.

Monthly Reporting

On a monthly basis, vendors must provide data on ridership for long-range planning, compliance, and reporting. Vendors are required to submit the following information:

1. A summary of shared mobility device ridership (Summary Report of Data),
2. Anonymized details for individual trips (Trip Report),
3. Anonymized details for all routes (Route Report),
4. A list of customer-reported issues (Customer Complaint and Violation Report), and
5. Details on device maintenance (Maintenance Report).

Submission Requirements:

- Data submissions are due 14 days after the end of the calendar month.
- Vendors must follow the specified schemas when reporting data. Data can be validated by the DBNS and, if the data is not formatted properly, the vendor will be required to reformat and resubmit the data within 5 business days
- Files must utilize the following naming formats:
  - *For PDFs*: [company name] – [device type] – [Report Topic] – [date of reporting period].pdf
  - *For CSVs*: [company name] – [device type] – [data topic] – [date of reporting period].csv

1. Summary Report of Data:

- Each month, vendors shall provide a summary of ridership data. This report should be submitted in a PDF format.
- The report shall include the total number of devices per day in operations over the reporting period.
- The report shall include an overall snapshot of ridership during the reporting period. The report must at minimum include the number of active riders, total membership, a

breakdown of the demographics for the ridership (e.g. age, race, sex, zip code), the number of rides taken, the number of miles traveled, the mean, median, and mode of trip length, and trip distribution by time of day and day of the week.

- Vendors shall keep a record of reported collisions and include a summary of the total crashes, locations, and contributing circumstances of the crash.
- The report shall contain heat maps based on route data showing where users are riding. These maps must label major streets, landmarks, and any geofenced areas (i.e. parking areas and/or transportation equity areas). The maps must be of high enough quality/detail to zoom in and determine street routing.
- Vendors shall provide a summary of the number of staff based in Indianapolis/Marion County and the number of subcontractors (i.e. residents who charge and/or rebalance mobility devices) and the number of hours of work that was completed and paid.

2. <u>Trip Report</u>

- Each month, vendors shall provide information for all trips completed during the reporting period.
- Trip data should be submitted in a CSV format, with a row that includes the required fields for each individual trip. For this file, a trip is a transaction with a single rider. Trip data should utilize the following format:

Field	Element	Data Type	Required	Description
T1	Trip ID	String	Yes	A unique identifier that identifies the trip. The identifier should be permanently unique, not just within the reporting period.
T2	Device ID	String	Yes	A unique identifier for the device. Should be the same ID used throughout reporting requirements.
T3	Start Time	ISO 8601 (YYYY-MM-DDTHH:MM:SS+00:00)	Yes	The date and time that the trip began (e.g., 2018-06-30T20:06:06-05:00).
T4	End Time	ISO 8601 (YYYY-MM-DDTHH:MM:SS+00:00)	Yes	The date and time that the trip concluded (e.g., 2018-06-30T20:06:06-05:00).
T5	From Latitude	Latitude (WGS84)	Yes	Latitude of where the trip began.
T6	From Longitude	Longitude (WGS84)	Yes	Longitude of where the trip began.
T7	To Latitude	Latitude (WGS84)	Yes	Latitude of where the trip ended.

Field	Element	Data Type	Required	Description
T8	To Longitude	Longitude (WGS84)	Yes	Longitude of where the trip ended.
T9	Trip Distance	Numeric (feet)	Yes	The amount of distance the device traveled during the course of the trip.

3. Route Report

- Anonymized route data (per trip) must be made available by Automatic Vehicle Location (AVL) connector in any standard format (examples include: ArcGIS Server, File, RSS, Socket, Web, and Web Socket, etc.).

4. Customer Complaint and Violation Reports

- Each month, vendors shall provide information on all reports, violations, and complaints related to their devices submitted to the company during the reporting period. This information should include all reports by customers and other members of the public, even if the report cannot be verified or was an invalid complaint.
- Reports must include a list of all reported violations, including but not limited to devices blocking the public right of way and ADA access, devices parked on private property, devices locked to private property, device-related parking irregularities (e.g., devices deposited in waterways, suspended from trees or other fixtures), devices missing from the vendor's fleet, damaged devices and maintenance needs reported.
- Report shall include vendor's attempt(s) to contact customer to resolve complaint or violation.
- Please note in addition to monthly reports, Vendors shall make Customer Complaint and Violation Report data available upon request by BNS for the purposes of investigating a specific citizen complaint or company violation.
- Complaint and Violation data should be submitted in a CSV format, with a row for each individual report. Trip data should utilize the following format:

Field	Element	Data Type	Required	Description
R1	Report ID	String	Yes	A unique ID for the report. IDs should be permanently unique, not just unique within the reporting period.
R2	Date and time reported	ISO 8601 (YYYY-MM-DDTHH:MM:SS+00:00)	Yes	The date and time of when the report was reported to the company (e.g., 2018-06-30T20:06:06-05:00).

Field	Element	Data Type	Required	Description
R3	Description	String	Yes	A text description of the alleged violation, complaint, comment, or other report. (Personal identifying information (PII) will be redacted by the vendor)
R4	Resolution	String	Yes	A text description of the action taken or other resolution by the company. To the extent possible, distinguish between reports determined to be unfounded and reports whose validity could not be determined (e.g., report of inappropriate device return for a device rented again before the company could investigate). (Personal identifying information (PII) will be redacted by the vendor)
R5	Customer Correspondence	String	Yes	If applicable, was the customer who caused the violation notified of violation?
R6	Latitude	Latitude (WGS84)	Yes	Latitude of the location of the alleged violation or other subject of the report.
R7	Longitude	Longitude (WGS84)	Yes	Longitude of the location of the alleged violation or other subject of the report.
R8	Date and time resolved	ISO 8601 (YYYY-MM-DDTHH:MM:SS+00:00)	Yes	The date and time of when the issue was resolved (e.g., 2018-06-30T20:06:06-05:00).

5. Device Maintenance Reports
- Each month, vendors shall provide information on maintenance activities associated with each shared mobility device.
- Maintenance data should be submitted in a CSV format. Trip data should follow the following format:

Field	Element	Data Type	Required	Description
M1	Device ID	String	Yes	A unique ID for the device. Should be the same ID used in the Trips file.

M2	Maintenance Date	ISO 8601 (YYYY-MM-DD)	Yes	Date when the maintenance was conducted. The timestamp (hour/minute) not required.
M3	Description	String	Yes	Text description of the maintenance completed.

Real-Time Data

Vendors shall provide real-time information on the entire fleet through a documented application program interface (API). Data shall be made available to the public for uses including but not limited to creating apps that are not necessarily affiliated with the companies or city.

All real-time data should be provided to DBNS in the General Bike Share Feed Specification (GBFS) format[1]. Companies shall inform DBNS of the location of the gbfs.json file on the internet. The gbfs.json file contains the necessary information to find other files related to the GBFS data. If a token or authentication is required to view that file, the location to apply for the token must also be submitted to DBNS.

Requirements for the real-time data reporting in the GBFS format:

GBFS Fields:

File Name	Defines
gbfs.json	Auto-discovery file that links to all of the other files published by the system. *This file is optional in the GBFS, but required by DBNS*.
system_information.json	Describes the system including System operator, device type, System location, year implemented, URLs, contact info, time zone.
station_information.json	Mostly static list of all stations, their capacities and locations. *(Note: This file may contain no information in a dockless system but is required by DBNS in order to maintain compliance with the GBFS standard.)*
free_bike_status.json	Describes bikes, scooters, or other mobility network devices that are available in non station-based systems. *This file is optional in the GBFS, but required by DBNS*.
geofencing_zone_information.json	Mostly static list of all geofencing zones, their capacities, locations and areas. *This file is optional in the GBFS, but required by DBNS*.

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[1] https://github.com/NABSA/gbfs

File Name	Defines
geofencing_zone_status.json	Defines geofencing zones available in the system and their link to physical stations if any. *This file is optional in the GBFS, but required by DBNS.* Elements within the num_bikes_available_types array are required by DBNS and should be set to 0 if not applicable.
system_regions.json	Describes the regions the system is broken up into. *This file is optional in the GBFS, but required by DBNS.*
station_status.json	Number of available devices and docks at each station and station availability. Optional as system can be free floating.
system_hours.json	Describes the hours of operation for the system.
system_calendar.json	Describes the days of operation for the system.
system_pricing_plans.json	Describes the system pricing.
system_alerts.json	Describes current system alerts.

Data Privacy

Vendors will comply with best practice on data privacy as outlined by the North American City Transportation Officials, *NACTO Policy 2018: Guidelines for the Regulation and Management of Shared Active Transportation V1.*

Policy Subject to Change

This policy is subject to change upon written notice from the License Administrator.

Department of Business & Neighborhood Services
1200 Madison Avenue, Suite 100
Indianapolis, IN 46225
Phone: (317) 327-4316 **|** Fax: (317) 327-0817

THE CITY OF
INDIANAPOLIS
BUSINESS & NEIGHBORHOOD SERVICES

New _____   Renewal _____

License Fee: $15,000
+$1per device per day

<u>SHARED MOBILITY OPERATOR LICENSE</u>
Application

Business Name _____

Business Information _____ _____, _____ _____
_____ *Street Address*   *City*   *State*   *ZIP Code*

_____   _____
Email Address   *Phone Number*

_____   _____
System Website Address   *Mobile Application Name*

License Applicant _____
Full Name

Contact Information _____ _____, _____ _____
Street Address   *City*   *State*   *ZIP Code*

_____   _____
Email Address   *Phone*   *Number*

Customer Service Information _____ _____
                                        24hr Phone Number   *Customer Service Email Address*

Legal Status of Business (check box that applies)

      Individual Proprietor _____   Partnership _____   Corporation _____   LLC _____

Length of time this business has been in Indianapolis _____

List the state where incorporated or authorized (if corporation). _____

Indiana Registered Agent Name _____

Indiana Registered Agent Address _____ _____, _____ _____
                                          Street Address   *City*   *State*   *ZIP Code*

If a Corporation, list the Principal Office of Corporation. _____

If a Corporation or Partnership, list the name and address of each corporate officer or partner.

_____   _____ _____, _____ _____
Name   *Street Address*   *City*   *State*   *ZIP Code*

_____   _____ _____, _____ _____
Name   *Street Address*   *City*   *State*   *ZIP Code*

_____   _____ _____, _____ _____
Name   *Street Address*   *City*   *State*   *ZIP Code*

_____   _____ _____, _____ _____
Name   *Street Address*   *City*   *State*   *ZIP Code*

Record the parcel number of any property owned by the applicant in Indianapolis, Indiana.

Business Personal_____   Real estate _____

List other Cities/Towns where business operates: _____

_____

_____

Number of shared mobility devices available to the public:

Bicycles _____	**Model** _____	**Manufacturer** _____	**Color** _____
Scooters _____	**Model** _____	**Manufacturer** _____	**Color** _____
eBicycles _____	**Model** _____	**Manufacturer** _____	**Color** _____
Other _____	**Description**_____		
	Model _____	**Manufacturer** _____	**Color** _____

Please indicate that you agree or disagree by marking yes or no for the following statements.

1. Licensee is in good standing and has not had any license or registration to operate a business revoked or suspended.

    Yes _____   No _____

2. Licensee is current with City, County and State for any taxes, license fees, or any other indebtedness.

    Yes _____   No _____

3. The person signing this application has the authority to sign for the business being licensed.

    Yes _____   No _____

4. Licensee agrees to comply with the Revised Code of Indianapolis and Marion County ("Revised Code") and all other applicable laws ordinances, regulations, orders and decisions of public officials.

    Yes _____   No _____

5. Licensee will maintain all shared mobility devices pursuant to Section 905-106 of the Revised Code.

    Yes _____   No _____

6. Licensee will conduct the business in such a manner as not to create a nuisance or hazard to the public.

    Yes _____   No _____

7. Licensee acknowledges that unsafe devices will be removed from the public right of way in accordance with Section 905-107 of the Revised Code.

    Yes _____   No _____

8. Licensee acknowledges that failure to remove unsafe devices may result in a fine and a City representative removing the device. If the device is removed, it will incur additional daily storage fees.

    Yes _____   No _____

9. Licensee acknowledges that failure to maintain the required insurance and bond will result in an emergency suspension of the license under Section 801-413 of the Revised Code.

    Yes _____   No _____

10. Licensee agrees to notify the Department of Business and Neighborhood Services of any change in information on this application within 15 days of such change.

    Yes _____   No _____

11. Licensee acknowledges that the license may be suspended or revoked, and the licensee will be subject to prosecution if any applicable law, ordinance, regulation, order or decision is violated.

                Yes ____   No ____

12. Licensee agrees to give the Department of Business and Neighborhood Services written notice once the business ceases to exist.

                Yes ____   No ____

13. Licensee has received, read, and will comply with the Shared Mobility Data Sharing Specification.

                Yes ____   No ____

I have provided the following required attachments with this application:
- ___1. A check payable to the City of Indianapolis for the $15,000 license fee
- ___2. Color photographs of each device type and color scheme
- ___3. Rate schedule
- ___4. GPS/GIS map showing service area
- ___5. Rules and regulations for the system users
- ___6. Images of in-app pages showing compliance with sec 905-106(i) of the Revised Code
- ___7. Certificate of commercial general liability insurance in compliance with sec 905-105(b) of the Revised Code
- ___8. Bond certificate
- ___9. Completed indemnification agreement

The undersigned affirms under penalty for perjury that the answers, representations and information provided in this application are true and correct.

_____   _____

Signature   **Title**

_____   _____

Name Printed   **Date**